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Attorneys for Defendants,
LM General Insurance Company
also erroneously sued as
Liberty Mutual Group, Inc.,
Liberty Mutual Insurance Company,
Liberty Mutual, Liberty Mutual
Auto and Home Services, LLC,
Liberty Mutual Insurance Company,
and Liberty Mutual Insurance Co.

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

| | | |
|--------------------------------------|---|----------------------------------|
| JOHN HARTMAN, |) | CASE NO.: 2:17-cv-00649-JCM-GWF |
| |) | |
| Plaintiff, |) | |
| |) | |
| vs. |) | STIPULATION AND ORDER FOR |
| |) | PLAINTIFF TO FILE A FIRST |
| |) | AMENDED COMPLAINT |
| LM GENERAL INSURANCE COMPANY; |) | |
| LIBERTY MUTUAL GROUP, INC. DBA |) | |
| LIBERTY MUTUAL INSURANCE |) | |
| COMPANY AND DBA LIBERTY MUTUAL; |) | (FIRST REQUEST) |
| LIBERTY MUTUAL AUTO AND HOME |) | |
| SERVICES, LLC; LIBERTY MUTUAL |) | |
| INSURANCE COMPANY AKA LIBERTY |) | |
| MUTUAL INSURANCE CO.; DOES I |) | |
| through X, inclusive, and ROE |) | |
| CORPORATIONS I through X, inclusive; |) | |
| |) | |
| Defendants. |) | |

COMES NOW, Defendants, LM General Insurance Company (hereinafter “LM”) *also erroneously sued as* Liberty Mutual Group, Inc. dba Liberty Mutual Insurance Company and dba Liberty Mutual; Liberty Mutual Auto and Home Services, LLC; Liberty Mutual Insurance Company aka Liberty Mutual Insurance Co., by and through its attorneys, KOELLER, NEBEKER, CARLSON & HALUCK, LLP, and Plaintiff, John Hartman (hereinafter

1 “Plaintiff”), by and through his attorneys, SEEGMILLER & ASSOCIATES, and hereby agree
2 and stipulate as follows:

3 1. The parties having conferred regarding the substance of LM’s Motion to
4 Dismiss (ECF #4), and agreeing Plaintiff may seek amendment of his Complaint to
5 attempt to address the majority of the issues raised therein, the parties present this
6 Stipulation and Order to attempt resolution of the issues raised in LM’s Motion to
7 Dismiss without Court intervention at this time;

8 2. LM stipulates Plaintiff may file a First Amended Complaint by April 24, 2017
9 to attempt to address the matters raised by LM’s Motion to Dismiss;

10 3. Consistent with the parties’ stipulation for Plaintiff to file an Amended
11 Complaint, LM’s Motion to Dismiss (ECF #4) is withdrawn without prejudice, and all
12 of the Defendants’ potential defenses and rights to answer and/or respond to Plaintiff’s
13 initial Complaint and any Amended Complaint are preserved through the time stated in
14 the Federal Rules of Civil Procedure to respond to any Amended Complaint.

15 4. The parties stipulate no default will be requested or entered for any of the
16 Defendants named in Plaintiff’s initial Complaint prior to any deadline for response or
17 answer to any Amended Complaint, and that this stipulation will be effective to set
18 aside any default against the Defendants entered prior to the deadline for response or
19 answer to Plaintiff’s Amended Complaint;

20 5. No further responsive pleading is presently due from LM or Plaintiff, and the
21 time for responsive pleading or answer for any First Amended Complaint by Plaintiff
22 will be determined by the Federal Rules of Civil Procedure following Plaintiff filing
23 any First Amended Complaint;

24 6. Plaintiff agrees he will file a separate stipulation to dismiss without prejudice
25 each of the following previously named Defendants, Liberty Mutual Group, Inc. dba
26 Liberty Mutual Insurance Company and dba Liberty Mutual, Liberty Mutual Auto and
27 Home Services, LLC, and Liberty Mutual Insurance Company aka Liberty Mutual
28

Insurance Co., and Plaintiff agrees any First Amended Complaint will not reference any of the entities identified in this paragraph as Defendants.

7. The effect of the dismissal referenced in the preceding paragraph will be to leave LM General Insurance Company as the sole Defendant, which the parties agree would be a proper party to a dispute regarding the policy issued to Plaintiff with policy number AOS-268-021313-40 4 8.

8. Undersigned counsel for LM agrees to accept service of Plaintiff's First Amended Complaint by way of the electronic filing and serving system.

DATED this 22nd day of March, 2017.

DATED this 22nd day of March, 2017.

KOELLER NEBEKER CARLSON
& HALUCK, LLP

SEEGMILLER & ASSOCIATES

By: /s/Andrew C. Green, Esq.
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LM General Insurance Company
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Liberty Mutual Group, Inc.,
Liberty Mutual Insurance Company,
Liberty Mutual, Liberty Mutual
Auto and Home Services, LLC,
Liberty Mutual Insurance Company,
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Attorneys for Plaintiff,
JOHN HARTMAN

ORDER

IT IS SO ORDERED, consistent with the parties' stipulation above, Plaintiff may file a First Amended Complaint by April 24, 2017, and LM's Motion to Dismiss (ECF #4) is withdrawn without prejudice.

IT IS FURTHER ORDERED, all of the Defendants' potential defenses and rights to answer and/or respond to Plaintiff's initial Complaint and any Amended Complaint are preserved through the time stated in the Federal Rules of Civil Procedure to respond to any Amended Complaint; therefore, no default will be requested or entered for any of the Defendants named in Plaintiff's initial Complaint prior to any deadline for response or answer to any Amended Complaint, and the Parties' stipulation will be effective to set aside any default against the Defendants entered prior to the deadline for response or answer to Plaintiff's Amended Complaint;

IT IS FURTHER ORDERED, upon Plaintiff filing any First Amended Complaint by April 24, 2017, that any response to the First Amended Complaint may proceed pursuant to the Federal Rules of Civil Procedure.

Dated this 23rd day of March, 2017.


UNITED STATES MAGISTRATE JUDGE

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